

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

Jose F. Rosario Gonzalez
Mary Carmen Flores Castro

Debtor(s)

Banco Santander PR

Movant

Jose F. Rosario Gonzalez
Mary Carmen Flores Castro

and Chapter 13 Trustee,
Alejandro Oliveras Rivera

Respondent(s)

CASE NO. 10-03603 SEK

CHAPTER 13

11 USC 362 d(1) d(2)

Relief from stay for cause

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, Banco Santander PR, secured creditor, represented by the undersigned attorney who respectfully prays and states as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, an Order for Relief was entered on April 30 2010.
4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$180,000.00, bearing interest of 7. %, due on August 1st 2039.
5. Since the filing date, debtor account has accumulated **Post Petition** arrears as described in Exhibit (A) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) **and any other arrears that continue to accrue up to the date all post petitions**

arrears are paid.

Jose F. Rosario Gonzalez
10-03603 SEK

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6. Movant argues that considering what is herein above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), *supra*, since debtor has failed to make post petition payments accordingly.

Included as Exhibit (B), is Movant's Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and the Department of Defense Manpower Data Center Military Status Report.

7. Said default deprives Movant to have its security interest protected as provided under the Bankruptcy Code.

WHEREFORE, Movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to debtor(s) attorney and to Alejandro Oliveras Rivera, Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participants: to debtor(s) at theirs address of record in this case.

In Caguas, Puerto Rico, on the 2nd day of February 2011.

/s/ Jessenia Ramos Talavera
Attorney for Banco Santander PR
PO BOX 306
Caguas, PR 00726-0306
USDC 223607
E-mail: ramosbague@gmail.com
Tel:502-8037



January 26, 2011

Ramos Bague Law Office

.....
STATEMENT OF ACCOUNT

Name: **JOSE F ROSARIO GONZALEZ**

Filing Date: **4/30/2010**

Bankruptcy case: **10-03603**

Loan: **0009888411**

Due on Post-petitions since 7/1/2010 until 1/1/2011

| | | | | |
|-------------|---|---|-------------|------------|
| Payments | 7 | x | \$ 1,233.89 | \$8,637.23 |
| Late Charge | 7 | x | \$ 59.88 | \$419.16 |
| Atty Fees | | | | \$ 400.00 |

Total **\$9,456.39**

Principal Balance **\$ 178,795.30**

Providencia Pérez

Oficial Quiebras

Hipotecarias

t. 787-522-7488

f. 787-522-7486

providencia.perez@bspr.com

CERTIFICADO DE ESTUDIO DE TITULO

SOLICITANTE: RAMOS & BAGUE
REF: JOSE ROSARIO

REGISTRO: CAGUAS I

El que suscribe CERTIFICA:

PRIMERO: Que ha examinado todos los libros del Registro de la Propiedad y demás récords públicos relativos a la descripción, títulos y cargas de la propiedad descrita a continuación:

-----**RUSTICA:** Solar denominado #4 en el plano de inscripción localizado en el Barrio Tomas de Castro del término municipal de Caguas, compuesta de 2259.2155 metros cuadrados, equivalentes a 0.5748 cuerdas. En lindes por el NORTE, en 11.00 metros lineales, con área destinada a uso público camino de acceso y en 18.305 metros, con el solar #3; por el ESTE, en 27.054 metros lineales, con el solar denominado #3 y en 66.504 metros lineales, con el remanente de la finca de la cual se segrega, propiedad de Don Juan Zayas Gonzalez y Maria Esther Gonzalez Diaz; por el SUR, en 29.285 metros lineales, con terrenos propiedad de José Rivas; por el OESTE, en 67.777 metros lineales con el solar denominado #1 y en 27.054 metros lineales, con el solar denominado #2.

-----Se segrega de la finca 34610 inscrito al folio 260 del tomo 1008 de Caguas.

SEGUNDO: Que dicha propiedad aparece inscrita a favor de:

JOSE FERNANDO ROSARIO GONZALEZ Y SU ESPOSA MARY CARMEN FLORES CASTRO

TERCERO: Que de acuerdo con dichos libros, el título de esta propiedad es de (X) DOMINIO () POSESIÓN, y fue adquirido según se expresa a continuación:

---Por compra a: MARCELINO MONTAÑEZ FERNANDEZ Y SU ESPOSA ROSA IDALIA GONZALEZ COTTO, por \$65,000.00, según consta de la escritura #226, otorgada en San Juan, Puerto Rico, el día 30 de junio de 2008, ante el Notario Público Félix Joel Zambrana Ortiz, inscrito al folio #191 del tomo #1725 de Caguas, finca #54353, inscripción 2da.

CUARTO: Que la propiedad se halla afecta a los siguientes gravámenes:

---**HIPOTECA:** En garantía de un pagaré a favor de RELIABLE FINANCIAL SERVICES INC., HACIENDO NEGOCIOS COMO RELIABLE MORTGAGE, o a su orden, por \$180,000.00, con intereses al 7 ¾% anual, vence el 1ro de julio de 2039, crédito ejecutivo 10% del principal, tasada en una cantidad equivalente al principal original, según consta de la escritura #227, otorgada en San Juan, Puerto Rico, el día 30 de junio de 2008, ante el Notario Público Félix Joel Zambrana Ortiz, inscrito al folio 191 del tomo 1725 de Caguas, finca 54353, inscripción 3ta.

---**PRESENTADO AL ASIENTO 364 DEL DIARIO 1149**, el día 6 de agosto de 2009, la escritura #215, otorgada en San Juan, Puerto Rico, el día 23 de julio de 2009, ante el Notario Público Félix Joel Zambrana Ortiz, sobre modificación de la hipoteca por \$180,000.00 a favor del BANCO SANTANDER DE PUERTO RICO, a los únicos efectos de que el interés sea al 7% anual y el vencimiento el 1ro de agosto de 2039. **PENDIENTE DE CALIFICACION Y DESPACHO.**

SERVIDUMBRES: Autoridad de las Fuentes Fluviales de Puerto Rico, Autoridad de Acueductos y Alcantarillados de Puerto Rico, Puerto Rico Telephone Company, Municipio de Caguas.

CONDICIONES RESTRICTIVAS: Libre.

REVISADOS: Registros de Embargos, Sentencias, Contribuciones Federales, Registro de Embargos Estado Libre Asociado Ley #12, NADA HASTA EL TITULAR INSCRITO, Bitácora Electrónica y Agora, hoy 19 de enero del 2011.

OBSERVACION: Esta sección del Registro tiene establecido un sistema computadorizado de operaciones. Esta oficina NO se hace responsable por errores y/u omisiones que cometa el empleado del Registro de la Propiedad en la entrada y bitácora de datos en el mismo.


LUIS REYES VAZQUEZ & ASSOCIATES
TR/bm



LUIS REYES VAZQUEZ & ASSOCIATES
ESTUDIOS DE TITULOS

CONDOMINIO EL CENTRO II OFICINA 254, SAN JUAN, PUERTO RICO 00918
TEL.: (787) 753-1011 • 753-0570 / FAX: (787) 758-4445 • 274-1519 / E-mail: lrv@lrvprtc.net

Este documento no es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal y el mismo está condicionado para darle cobertura por algún error u omisión cometido, exclusivamente para nuestro cliente, quien es el solicitante arriba indicado. Si este documento es utilizado por algún Agente, Agencia o Compañía de Seguros para expedir pólizas que no sean suscritas por el suscriptor, lo hacen bajo su propio riesgo y responsabilidad.

CERTIFICO: Que hoy día de su otorgamiento expedí primera copia certificada a petición de: José Fernando Rosario González.

DOY FE

NOTARIO PUBLICO



MCFE
JZ.



DEED NUMBER: TWO HUNDRED TWENTY SEVEN (#227)
ESCRITURA NÚMERO:

FIRST MORTGAGE

PRIMERA HIPOTECA

In the city of San Juan, Puerto Rico, this thirty (30) day of June of the year two thousand eight (2008).

En la ciudad de Puerto Rico, hoy día de

BEFORE ME

FELIX JOEL ZAMBRANA ORTIZ

Notary Public in and for the Commonwealth of Puerto Rico, with residence in the city of San Juan, Puerto Rico, and with offices in San Juan, Puerto Rico.

ANTE MI

Notario Público en y para el Estado Libre Asociado de Puerto Rico, con residencia en la ciudad de Puerto Rico, y con oficinas en Puerto Rico.

APPEAR

The person(s) named in Part SEVENTH (hereinafter "Borrower")

I, the Notary Public, give faith that I personally know the parties appearing herein, except as I may have otherwise clarified in the "ACCEPTANCE" section of this Security Instrument, and, through their statements, as to their ages, civil status, occupations and residences, who assure me that they have, and in my judgment they do have, the legal capacity to execute this deed, wherefore, they freely

COMPARECEN

La(s) persona(s) mencionada(s) en la Parte SÉPTIMA (en adelante el "Deudor")

Yo, el Notario Público, doy fe de que conozco personalmente a los comparecientes, a menos que haya aclarado lo contrario en la sección de "ACEPTACIÓN" de esta Hipoteca, y, por sus dichos, de sus edades, estado civil, ocupaciones y residencias, quienes me aseguran tener, y a mi juicio tienen, la capacidad legal necesaria para otorgar esta escritura, por lo que libremente

STATE AND COVENANT

DECLARAN Y CONVIENEN

FIRST: DEFINITIONS: Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21 of Part FOURTH. Certain rules regarding the usage of words used in this document are also provided in Section 16 of Part FOURTH.

PRIMERA: DEFINICIONES: Palabras usadas en varias secciones de este documento se definen más adelante y otras palabras se definen en

las Secciones 3, 11, 13, 18, 20 y 21 de la Parte CUARTA. La Sección 16 de la Parte CUARTA también contiene ciertas reglas referentes al uso de vocablos en este documento. -----

----(A) **Security Instrument** means this document, in which the date and place of execution are stated on page number one, together with all Riders to this document executed by the Borrower. -----

----(A) **Hipoteca** significa este documento, en el cual la fecha y sitio de otorgamiento se indican en la primera página, conjuntamente con todas las Cláusulas Adicionales a este documento que otorgue el Deudor. -----

----(B) **Borrower** is (are) the person(s) mentioned in Part SEVENTH and is the mortgagor under this Security Instrument. -----

----(B) **Deudor** es (son) la(s) persona(s) mencionada(s) en la Parte SÉPTIMA, y es el deudor hipotecario en esta Hipoteca. -----

----(C) **Lender** is the entity mentioned in Part EIGHTH. Lender is an entity organized and existing under the laws of the jurisdiction indicated in Part EIGHTH. Lender's address is the one that appears in Section 3(A) of the Note and in Part EIGHTH of this Security Instrument. Lender is the mortgagee under this Security Instrument. -----

----(C) **Prestador** es la entidad mencionada en la Parte OCTAVA. El Prestador es una entidad organizada y existente bajo las leyes de la jurisdicción que se indica en la Parte OCTAVA. La dirección del Prestador es la que aparece en la Sección (3)(A) del Pagaré y en la Parte OCTAVA de esta Hipoteca. El Prestador es el acreedor hipotecario en esta Hipoteca. -----

----(D) **Note** means the promissory note signed by Borrower on this same date, payable to the order of Lender, bearing affidavit number nine----- thousand one hundred seventy nine (9,179) -----

----- of the undersigned Notary Public. The Note states that Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY THOUSAND -----

U.S. Dollars (U.S.\$ 180,000.00), plus interest at an annual rate of SEVEN AND THREE FOURTHS PERCENT (7 3/4%). Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July ----- first (1st.) of the year two thousand nine (2039).-----

----(D) **Pagaré** significa el pagaré firmado por el Deudor en esta misma fecha, pagadero a la orden del Prestador, bajo el testimonio número ----- del Notario Público infrascrito. El Pagaré establece que el Deudor le adeuda al Prestador la suma principal de -----

U.S. Dólares (U.S. \$ -----), más intereses a la tasa anual de ----- por ciento (----- %). El Deudor ha prometido pagar esta deuda en Pagos Periódicos regulares y pagar la deuda total no más tarde de -----

----(E) **Property** means the property described in Part FIFTH, together with all improvements now or hereafter erected thereon, all easements, appurtenances and fixtures now or hereafter a part thereof, and all

replacements and additions thereto. The Property's address is that stated in the Note. -----

----(E) Propiedad significa la finca que se describe en la Parte QUINTA, conjuntamente con todas las mejoras existentes o que en se puedan allí erigir en el futuro, todas las servidumbres, accesorios y bienes inmuebles por destino que ahora o en el futuro formen parte de la misma, y todos los reemplazos y añadiduras a lo anterior. La dirección de la Propiedad es la que se establece en el Pagaré. -----

----(F) Loan means the debt evidenced by the Note, plus interest, any pre-payment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. -----

----(F) Préstamo significa la deuda evidenciada por el Pagaré, más intereses, cualesquiera cargos por pago anticipado y cargos por demora adeudados bajo el Pagaré, y todas las cantidades adeudadas bajo esta Hipoteca, más intereses. -----

----(G) Riders means all riders to this Security Instrument that are executed by Borrower. -----

----(G) Cláusulas Adicionales significa todas las cláusulas adicionales a esta Hipoteca que otorgue el Deudor. -----

----(H) Applicable Law means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the administrative effect of law) as well as all applicable final, non-appealable judicial opinions. -----

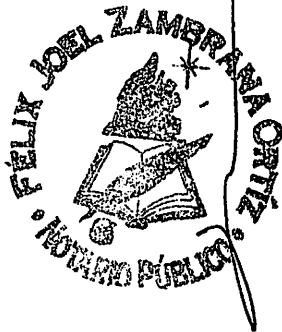
----(H) Ley Aplicable significa toda ley, reglamento, ordenanza, reglas y órdenes administrativas (que tengan fuerza de ley), federales, estatales y municipales, que estén vigentes y apliquen, así como toda opinión judicial final e inapelable, que sean determinantes y aplicables. -----

----(I) Community Association Dues means all dues, fees, assessments and other charges that are imposed on Borrower or on the Property by a condominium association, homeowners association or similar organization. -----

----(I) Cuotas Comunes de Asociación significa todas las cuotas, derechos, derramas y otros cargos que sean impuestos al Deudor o sobre la Propiedad por una asociación de condóminos, asociación de dueños de hogares u organización similar. -----

----(J) Electronic Funds Transfer means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer, or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers. -----

----(J) Transferencia Electrónica de Fondos significa toda transferencia de fondos, que no sea una transacción originada mediante cheque, giro, o documento similar, que se inicie mediante un terminal electrónico, teléfono, computador o cinta magnética con el fin de ordenar, instruir o



---SEXTA: La Propiedad está inscrita como sigue, y las cargas y gravámenes que surgen del Registro se indican a continuación:

---Afecta por su procedencia a: Servidumbres. ---

---Afecta por sí: LIBRE. -----

MCFL
F.R.



---SEVENTH: BORROWER. The Borrower is (are):
---SÉPTIMA: DEUDOR. El Deudor es (son):

---JOSE FERNANDO ROSARIO GONZALEZ and his wife
MARY CARMEN FLORES CASTRO, both of legal age,
property owners and residents of Caguas, Puerto
Rico, -----

-----EIGHTH: LENDER. The Lender to whose order
the Note has been issued and delivered is:
-----OCTAVA: PRESTADOR. El Prestador a la orden
de quien el Pagaré se ha emitido y entregado es: .

---RELIABLE FINANCIAL SERVICES, INC., DOING BUSINESS AS
RELIABLE MORTGAGE-----

-----Lender's address is:-----
-----La dirección del Prestador es:-----

---9615 AVE. LOS ROMERO, MONTEHIEDRA OFFICE CENTER, PISO
2, SAN JUAN, PR 00926. -----

or such other address as Lender may indicate in writing.-----
u otra dirección que el Prestador indique por escrito. -----

----- WARNINGS -----

-----The Notary Public certifies that he or she has advised the Lender and
the Borrower that, if the Property is subject to one or more liens that enjoy
prior rank over this Security Instrument, the Lender will retain from the
proceeds of the Loan a sum sufficient to pay and cancel said liens. The
Lender, by the disbursal of funds evidenced by the Note, has agreed to
remit payment thereof to the holders of such liens within five (5) working
days following the execution of this Security Instrument, in order to
secure the cancellation of such liens; although there is no absolute
guaranty that said cancellation will be performed. The Borrower has the
right to require that such liens be cancelled concurrently with the
execution of this Security Instrument, but is advised that, as in most cases,
promissory notes secured by mortgages may not be available for
cancellation at this time. These warnings having been made, the Borrower
hereby waives the right to require that said liens be cancelled concurrently
with the execution of this Security Instrument. -----

-----ADVERTENCIAS-----

-----El Notario Público certifica que ha advertido al Prestador y al Deudor que de estar la Propiedad afecta a uno o más gravámenes de rango superior a esta Hipoteca, el Prestador retendrá del producto del Préstamo la suma suficiente para cancelarlos. El Prestador, mediante el desembolso de los fondos evidenciados por el Pagaré, ha acordado remitir pago de los mismos a los tenedores de dichos gravámenes dentro de cinco (5) días laborables luego del otorgamiento de esta Hipoteca, con el fin de asegurarse de la cancelación de los mismos; no obstante, no hay garantía absoluta que se lleve a cabo dicha cancelación. El Deudor tiene derecho a requerir que se cancelen dichos gravámenes concurrentemente con la constitución de esta Hipoteca, pero se le advierte que, como en la mayoría de los casos, los pagarés garantizados por hipotecas pueden no estar disponibles para cancelación en este momento. Habiéndose hecho estas advertencias, el Deudor por la presente renuncia a su derecho de requerir que dichos gravámenes se cancelen concurrentemente con la constitución de esta Hipoteca. -----

-----If the Borrower has the right under Applicable Law to rescind this transaction, then the Lender will not disburse any of the proceeds of the Loan until the rescission period has expired, or until the Borrower waives said rescission right as provided by Applicable Law. -----

-----Si la Ley Aplicable concede al Deudor el derecho a rescindir esta transacción, entonces el Prestador no desembolsará ningún producto del Préstamo hasta que haya expirado el período de rescisión, o hasta que el Deudor renuncie dicho derecho de rescisión en la forma que manda la Ley Aplicable. -----

----- ACCEPTANCE -----

-----The appearing parties accept this deed in its entirety and I, the Notary Public, made to the appearing parties the necessary legal warnings concerning the execution of the same. I, the Notary Public, advised the appearing parties as to their right to have witnesses present at this execution, which they waived. The appearing parties, having read this deed in its entirety, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions. Whereupon the appearing parties sign this deed, before me, the Notary Public, and sign their initials on each and every page of this deed.

----- ACEPTACIÓN -----

----- Los comparecientes aceptan esta escritura en su totalidad, y yo, el Notario Público, hice a los comparecientes las advertencias legales pertinentes relativas a este otorgamiento. Yo, el Notario Público, advertí a las partes comparecientes de su derecho a tener testigos presentes en este otorgamiento, al cual derecho renunciaron. Habiendo los comparecientes leído esta escritura en su totalidad, la ratifican totalmente y confirman que las declaraciones contenidas en la misma reflejan fiel y exactamente sus estipulaciones, términos y condiciones. En virtud de lo cual, los comparecientes firman esta escritura ante mí, el Notario Público, y fijan sus iniciales en cada uno de los folios de esta escritura. -



Department of Defense Manpower Data Center

Feb-02-2011 12:54:34



Military Status Report
Pursuant to the Service Members Civil Relief Act

| ◀ Last Name | First/Middle | Begin Date | Active Duty Status | Active Duty End Date | Service Agency |
|---------------|--------------|--|--------------------|----------------------|----------------|
| FLORES CASTRO | MARY CARMEN | Based on the information you have furnished, the DMDC does not possess any information indicating the individual status. | | | |

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:6D413AKPG9

Department of Defense Manpower Data Center

Feb-02-2011 12:51:21



Military Status Report
Pursuant to the Service Members Civil Relief Act

| ◀ Last Name | First/Middle | Begin Date | Active Duty Status | Active Duty End Date | Service Agency |
|---------------------|--------------|--|--------------------|----------------------|----------------|
| ROSARIO GONZALEZ | JOSE F | Based on the information you have furnished, the DMDC does not possess any information indicating the individual status. | | | |

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

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This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:GEFQD6SN07